

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

MICROSOFT CORPORATION,

Plaintiff,

v.

L&Y ELECTRONICS, INC., *et al.*,

Defendants.

) Case No. 1:08cv00596-GBL-JFA

STIPULATED PERMANENT INJUNCTION; [PROPOSED] ORDER

Plaintiff Microsoft Corporation (“Microsoft”), and Defendants L&Y Electronics, Inc., a Virginia corporation, John A. Linton, and Sangsoon Linton (collectively, “Defendants”) hereby stipulate that Defendants along with their officers, agents, servants, employees, and other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise (collectively, “Persons Enjoined”), shall be and hereby are

PERMANENTLY ENJOINED and restrained from:

(a) unauthorized imitating, copying, or making any other infringing use or infringing distribution of software programs, components, end user license agreements (“EULAs”), Certificates of Authenticity (“COAs”) or items protected by Microsoft’s registered trademarks and service mark, including, but not limited to, the following Trademark and/or

Service Mark Registration Numbers:

- (1) 1,256,083 (“MICROSOFT”);
- (2) 1,200,236 (“MICROSOFT”);
- (3) 1,872,264 (“WINDOWS”);

- (4) 2,744,843 (COLORED FLAG DESIGN);
- (5) 1,475,795 (“POWERPOINT”);
- (6) 1,741,086 (“MICROSOFT ACCESS”);
- (7) 2,188,125 (“OUTLOOK”); and
- (8) 2,999,281 (COLOR FOUR SQUARE LOGO);

or the software programs, components, EULAs, COAs, items or things protected by the following Certificates of Copyright Registration Nos.:

- (1) TX 5-837-617 (“Office Professional 2003”);
- (2) TX 5-837-636 (“Office Excel 2003”);
- (3) TX 5-900-087 (“Office Outlook 2003”);
- (4) TX 5-852-649 (“Office PowerPoint 2003”);
- (5) TX 5-900-088 (“Office Word 2003”);
- (6) TX 5-837-618 (“Publisher 2003”);
- (7) TX 5-877-513 (“Business Contact Manager for Office Outlook 2003”); and
- (8) TX 5-901-713 (“Office Access 2003”);

or any other works now or hereafter protected by any of Microsoft’s trademarks, service marks or copyrights;

(b) unauthorized manufacturing, assembling, producing, distributing, offering for distribution, selling, offering for sale, advertising, importing, promoting, or displaying any software program, component, EULA, COA, item or thing bearing any counterfeit copy, or colorable imitation of any of Microsoft’s registered trademarks or service marks, including, but

not limited to, the Trademark and Service Mark Registration Numbers listed in Paragraph (a) above;

(c) unauthorized using that is not fair use of any counterfeit copy, or colorable imitation of Microsoft's registered trademarks or service mark including, but not limited to, the Trademark and Service Mark Registration Numbers listed in Paragraph (a) above, in connection with the manufacture, distribution, offering for distribution, sale, offering for sale, advertisement, or promotion of any software, component, EULA, COA, item or thing not authorized or licensed by Microsoft;

(d) using any false designation of origin or false description which is or is likely to lead the trade or public or individuals erroneously to believe that any software, component, EULA, COA, item, or thing has been manufactured, produced, distributed, offered for distribution, advertised, promoted, licensed, or authorized by or for Microsoft, when such is not true in fact;

(e) using the names, logos, or other confusingly similar variations thereof any of Microsoft's copyright and/or trademark-protected software programs in any of Persons Enjoined's trade or corporate names in reference to activities of an infringing class of goods or services;

(f) engaging in any other activity constituting an unauthorized infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit these trademarks, service mark, and/or copyrights, or constituting any dilution of Microsoft's name, reputation, or goodwill; and

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(g) knowingly assisting or aiding any other person or business entity in engaging in or performing any of the activities referred to in paragraphs (a) through (f) above.

Persons Enjoined shall not be in violation of this Order for the distribution of counterfeit Microsoft software if they acquired the software protected by Microsoft's registered trademarks, service mark and/or copyrights ("Microsoft item") directly from Authorized Microsoft OEM Distributors (as identified on www.microsoft.com/oem/authdist/UnitedStates.mspx) and the software is distributed in accordance with the applicable license. Persons Enjoined bear the burden of demonstrating the traceability of the software to Authorized Microsoft OEM Distributors.

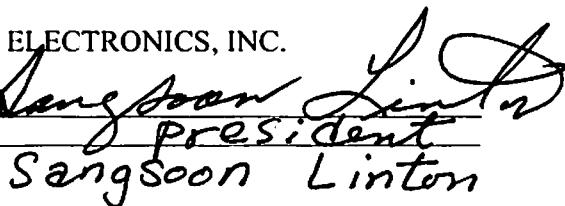
Persons Enjoined understand and acknowledge that the identity of Microsoft Authorized OEM Distributors changes from time to time and that Persons Enjoined are responsible for assuring that any source of Microsoft software is a Microsoft Authorized OEM Distributor at the time of any acquisition of Microsoft software by Persons Enjoined. Persons Enjoined agree to retain invoices, purchase orders and other documents and information, such as Certificate of Authenticity numbers (the "Records"), sufficient to demonstrate or trace the acquisitions from Authorized Microsoft OEM Distributors for three years from the date of an acquisition.

IT IS SO STIPULATED.

Dated: November 12, 2008

L&Y ELECTRONICS, INC.

By:


Sangsoon Linton
President
Sangsoon Linton

Dated: November 12, 2008

JOHN A. LINTON

By: John A. Linton

Dated: November 12, 2008

SANGSOON LINTON

By: Sangsoon Linton

Dated: November , 2008

MICROSOFT CORPORATION

By: _____

Approved as to form:

Dated: November 13, 2008

PERKINS COIE LLP

By: _____

John K. Roche
Attorneys for Plaintiff
MICROSOFT CORPORATION

Dated: November 12, 2008

Quinto & Wilks, P.C.

By: _____

Jenine E. Graves
Attorneys for Defendants
L&Y ELECTRONICS, INC., JOHN A. LINTON and
SANGSOON LINTON

Dated: November ___, 2008

JOHN A. LINTON

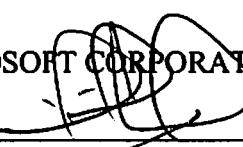
By: John A. Linton

Dated: November ___, 2008

SANGSOON LINTON

By: Sangsoon Linton

Dated: November 11, 2008


MICROSOFT CORPORATION

By: Horacio Gutierrez

Vice President and
Deputy General Counsel
Microsoft Corporation

Approved as to form:

Dated: November ___, 2008

PERKINS COIE LLP

By:

John K. Roche
Attorneys for Plaintiff
MICROSOFT CORPORATION

Dated: November ___, 2008

By:

Attorneys for Defendants
L&Y ELECTRONICS, INC., JOHN A. LINTON and
SANGSOON LINTON

ORDER

Plaintiff Microsoft Corporation (“Microsoft”), and Defendants L&Y Electronics, Inc., a Virginia corporation, John A. Linton, and Sangsoon Linton (collectively, “Defendants”) hereby stipulate that Defendants along with their officers, agents, servants, employees, and other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise (collectively, “Persons Enjoined”), shall be and hereby are

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(b) unauthorized manufacturing, assembling, producing, distributing, offering for distribution, selling, offering for sale, advertising, importing, promoting, or displaying any software program, component, EULA, COA, item or thing bearing any counterfeit copy, or colorable imitation of any of Microsoft's registered trademarks or service marks, including, but not limited to, the Trademark and Service Mark Registration Numbers listed in Paragraph (a) above;

(c) unauthorized using that is not fair use of any counterfeit copy, or colorable imitation of Microsoft's registered trademarks or service mark including, but not limited to, the Trademark and Service Mark Registration Numbers listed in Paragraph (a) above, in connection with the manufacture, distribution, offering for distribution, sale, offering for sale, advertisement, or promotion of any software, component, EULA, COA, item or thing not authorized or licensed by Microsoft;

(d) using any false designation of origin or false description which is or is likely to lead the trade or public or individuals erroneously to believe that any software, component, EULA, COA, item, or thing has been manufactured, produced, distributed, offered for distribution, advertised, promoted, licensed, or authorized by or for Microsoft, when such is not true in fact;

(e) using the names, logos, or other confusingly similar variations thereof any of Microsoft's copyright and/or trademark-protected software programs in any of Persons Enjoined's trade or corporate names in reference to activities of an infringing class of goods or services;

(f) engaging in any other activity constituting an unauthorized infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit these trademarks, service mark, and/or copyrights, or constituting any dilution of Microsoft's name, reputation, or goodwill; and

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DATED: November 18, 2008

/s/

Gerald Bruce Lee
United States District Judge
HON. GERALD BRUCE LEE
United States District Judge